# HOME INSPECTION AGREEMENT

| Street address | City | State / ZIP | Inspection date | Start time |
|---|---|---|---|---|
| | | | | |
| Client(s) | Phone | Email | | |
| | | | | |
| Inspection company | Phone | Email | | |
| | | | | |
| Business address | Home inspector | MD home inspector license no. | | |
| | | | | |

**Under Business Occupations and Professions Article § 16-4A-01, a report date other than 7 business days and any limit on the inspector's liability must be agreed to in writing. The client signs this agreement before the inspection begins.**

## 1 Scope of the inspection COMAR 09.36.07

The inspector inspects the readily accessible parts of the systems checked below, following the Commission's Minimum Standards of Practice, COMAR 09.36.07. The standards cover homes of one to four dwelling units, and the licensed inspector who prepares the report is physically on site.

- ☐ Structural system
- ☐ Roof system
- ☐ Electrical systems
- ☐ Air-conditioning system
- ☐ Insulation and ventilation
- ☐ Exterior
- ☐ Plumbing system
- ☐ Heating system
- ☐ Interior
- ☐ Fireplaces and solid fuel burning appliances

## 2 Not part of the home inspection COMAR 09.36.07.03

The inspection is visual and not technically exhaustive, and it may not find concealed conditions or latent defects. It is not a code compliance inspection, a warranty, a guarantee, or insurance.

The inspector does not determine remaining life, causes, repair methods or costs, market value, code compliance, indoor air quality, mold, or manufacturer recalls, and does not operate smart home systems or devices run by WiFi, Bluetooth, or RF.

Underground items, detached structures other than garages and carports, recreational facilities, and condominium common elements and reserve accounts are not inspected.

Termites and other wood destroying insects are not part of the home inspection. A Maryland termite inspection for a sale or a loan is Form MD-1, done by a pest control company licensed by the Maryland Department of Agriculture.

Left out at the client's request: _____

## 3 Additional services COMAR 09.36.06.03

**The additional inspection services checked below are not part of the home inspection.**

☐ Radon test ☐ Water quality test ☐ Sewer line camera scope ☐ Mold sampling

☐ Other: _____

Termite inspection (Form MD-1): ☐ Not ordered ☐ Ordered separately from: _____

## 4 Report delivery BOP § 16-4A-01(b)

The written report will be delivered by: _____

If no date is written here, the report is due "within 7 business days after the home inspection was performed."

## 5 Fee

| Home inspection fee | Additional services | Total fee | Payment due |
|---|---|---|---|
| | | | |

## 6 Limit of liability BOP § 16-4A-01(c)

Optional. This section applies only if every client initials it before the inspection begins.

*"Any limitation of the liability of the licensee for any damages resulting from the report on the home inspection shall be agreed to in writing by the parties to the home inspection prior to the performance of the home inspection."*

**The client agrees that the liability of the home inspector and the inspection company for any damages resulting from the report on this home inspection is limited to:**

☐ The fee paid ☐ Other amount: _____

Client initials _____ _____

## 7 Disclosures COMAR 09.36.06

Business association or interest that may affect the inspector's judgment: ☐ None ☐ Disclosed below

Payment from anyone besides the client for this inspection: ☐ None ☐ Disclosed below

Details: _____

The inspector shares the results only with the client's approval, unless the safety, health, property, or welfare of the public is endangered. The client approves sending a copy of the report to:

_____

For 1 year from the inspection date, the inspector will not sell repair products or offer repair services for defects found in this inspection.

## 8 Records and insurance BOP §§ 16-4A-04 and 16-4A-05

The inspector keeps this agreement, the report, and the supporting data for 5 years from the day the report is delivered, and carries general liability insurance of at least $150,000.

## 9 Signatures

The client signed this agreement before the inspection began and agrees to its scope, fee, and terms.

_____ _____

Client signature Date and time

_____ _____

Client signature Date and time

_____ _____

Home inspector signature Date and time